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TC 1700

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application Serial No.: 09/627,522

#22
AW
11-18-02

Applicant: Taylor, M. Eric
Korinek, Paul D.
Hansen, Christian P.
Toennessen, Albert

Title: ALLOY FOR
BATTERY GRIDS

Application No.: 09/627,522

Filing Date: 07/28/2000

Prior Application No.: 09/337,830 filed
June 22, 1999 (now
U.S. Patent No.
6,117,594)

Examiner: Tracy Dove

Art Unit: 1745

Attorney Docket No.: 54821-110

Assistant Commissioner for Patents
Washington, D.C. 20231

<p align="center">CERTIFICATE OF MAILING</p> <p>I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as First Class Mail in an envelope addressed to: Commissioner for Patents, Washington, D.C. 20231, on the date below.</p> <p align="center">Christopher M. Turoski (Printed Name)</p> <p align="center"><i>Christopher M. Turoski</i> (Signature)</p> <p align="center">November 6, 2002 (Date of Deposit)</p>
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TERMINAL DISCLAIMER

Your Petitioner, Johnson Controls Technology Company, having its principal place of business at 49200 Halyard Drive, Plymouth, Michigan 48170 represents that it is the owner of the entire right, title, and interest in and the present Application (i.e. U.S. Patent Application Serial No. 09/627,522 filed July 28, 2000) by assignment filed for recordation on October 22, 2002 in the U.S. Patent and Trademark Office ("PTO"), a copy of which is attached hereto. Further, your Petitioner represents that it is the owner of U.S. Patent No. 6,117,594 (which issued on U.S. Patent Application No. 09/337,830 filed June 22, 1999, which is a continuation of

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U.S. Patent Application No. 09/105,162 filed June 26, 1998) by an Assignment recorded at Reel/Frame 9610/0765 on November 23, 1998 in the U.S. PTO.

Your Petitioner, Johnson Controls Technology Company, hereby disclaims the terminal part of the term of any patent granted on the present Application which would extend beyond the full statutory term, as shortened by any terminal disclaimer, of U.S. Patent 6,117,594, and hereby agrees that any patent so granted on the present Application shall be enforceable only for and during such period that the legal title to U.S. Patent 6,117,594 shall be the same as the legal title to any patent granted on present Application, this agreement to run with any patent granted on the present Application and to be binding upon the grantee, its successors or assigns.

In making the above disclaimer, Petitioner does not disclaim any terminal part of any patent granted on the present Application, prior to the full statutory term of U.S. Patent 6,117,594 as defined in 35 U.S.C. §§154-156 and 173, in the event that U.S. Patent 6,117,594 expires for failure to pay a maintenance fee, is held unenforceable or is found invalid in a final judgment by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR §1.321(a), has all claims canceled by a reexamination certificate or as a result of an interference proceeding, or is otherwise not deemed to provide the rights conveyed by 35 USC §154, prior to the full statutory term of U.S. Patent 6,117,594 as defined in 35 USC §§154-156 and 173, except for the separation of legal title stated above. Further, Petitioner does not disclaim any terminal part of a patent granted on the present Application that would extend beyond the present termination of U.S. Patent 6,117,594, in the event that such present term is extended by virtue of compliance with the conditions for term extension of any present or future patent term extension provisions of the patent law, including but not limited to 35 U.S.C. §§155, 155A or

156, and without waiving Petitioner's right to extend the term of a patent granted on the present Application to the extent provided by law.

The undersigned, being the Attorney of Record for the present Application, and duly authorized to act on behalf of Petitioner, certifies that he has reviewed the Assignments, and to the best of his knowledge and belief, legal title to the present Application and U.S. Patent 6,117,594 rests with Petitioner, Johnson Controls Technology Company. The undersigned declares that all statements made herein of their own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the above-identified application or any patent issuing therefrom.

Respectfully submitted,

Date: November 6, 2002

FOLEY & LARDNER
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-5367
Telephone: (414) 297-5654
Facsimile: (414) 297-4900

By 

Christopher M. Turoski
Attorney for Applicant/Assignee
Registration No. 44,456

FORM PTO-1595 (modified)

U.S. DEPARTMENT OF COMMERCE

(Rev 6-93)

NOV 12 2002

RECORDATION FORM COVER SHEET PATENTS ONLY

Patent and Trademark Office

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

M. Eric Taylor
Paul D. Korinek
Christian P. Hansen
Albert Toennessen

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2. Name and address of receiving party(ies):

Johnson Controls Technology Company
49200 Halyard Drive
Plymouth, Michigan 48170

VB Autobatterie GmbH
Am Leineufer 51
30419 Hannover, Germany

Additional conveying party(ies) NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

August 5, 1998 and August 28, 1998

Additional name(s) & address(es) attached? NO

4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

A. Patent Application Number(s):

09/627,522

B. Patent Number(s):

Additional numbers attached? NO

5. Name and address of party to whom correspondence concerning document should be mailed:

Christopher M. Turoski
FOLEY & LARDNER
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-5367

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

☒ Check Enclosed

Charge to deposit account

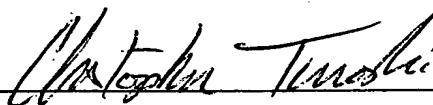
8. Deposit account number: 06-1447

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9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Christopher M. Turoski
Reg. No. 44,456



10-22-2002

Name of person signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 6

I hereby certify that the foregoing information
deposited with the United States Postal
Service as first class mail in an envelope
addressed to the Assistant Commissioner
for Patents, Washington, D.C. 20231, on
the 22 day of October 2002

FOLEY & LARDNER
By Suzanne L. Loney
Suzanne L. Loney

ASSIGNMENT

WHEREAS, we, M. Eric Taylor, of Shorewood, Wisconsin, Paul D. Korinek of West Bend, Wisconsin and Christian P. Hansen of Eagle, Wisconsin, have made certain inventions which are described in an application for Letters Patent of the United States entitled ALLOY FOR BATTERY GRIDS filed June 26, 1998 as U.S. Serial No. 09/105,162 preparatory to obtaining United States Letters Patent therefor; and

WHEREAS, Johnson Controls Technology Company (hereinafter referred to as Company), a Michigan corporation having a place of business at Plymouth, Michigan, is desirous of acquiring the entire interest in said inventions worldwide (herein "worldwide" includes throughout the United States of America and its territories, throughout all other countries and under all international agreements);

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, we state and undertake the following:

We hereby sell, assign and transfer unto said Company the entire right, title and interest worldwide in and to said inventions, the aforesaid application, all other applications hereafter filed based in whole or in part on said inventions and all Letters Patent granted upon said applications, and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to said Company. We further grant to said Company the right to claim for any of said applications the full benefits and priority rights of any international agreement between the United States and any foreign country or countries or between any other countries.

We hereby warrant that we have the full right to make the conveyance herein. We hereby covenant that upon request we will communicate to said Company and its representatives all facts known respecting said inventions; execute all divisional, continuing, reissue, reexamination and foreign or international applications, together with individual assignments therefor; make all rightful oaths; sign all lawful papers; testify in any legal proceeding and generally do everything possible to aid said Company to obtain Letters Patent.

This Assignment and our promises herein also obligate our heirs, legal representative and assigns, and they are for the benefit of said Company and its successors and assigns.

IN TESTIMONY WHEREOF, we have hereunto set our hands and seals at the location and on the date indicated with our signatures.

WITNESSES:

Matthew L. Lamm
Ralph A. Peterson

M. Eric Taylor (SEAL)
M. Eric Taylor
8/5/98
Date

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Before me this 5TH day of August, 1998, came M. Eric Taylor, to me known to be the person named in the foregoing assignment and he acknowledged the execution thereof to be his free act and deed.

Matthew M. Islami

Notary Public, State of Wisconsin

My Commission expires: 4/7/2002

(SEAL)

WITNESSES:

Matthew M. Islami

William J. Haggan

Paul D. Korinek

Paul D. Korinek

8/5/98

Date

(SEAL)

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Before me this 5TH day of August, 1998, came Paul D. Korinek, to me known to be the person named in the foregoing assignment and he acknowledged the execution thereof to be his free act and deed.

Matthew M. Islami

Notary Public, State of Wisconsin

My Commission expires: 4/7/2002

(SEAL)

WITNESSES:

Matthew L. Blum

Ralph A. Peterson

Christian P. Hanson (SEAL)
Christian P. Hanson

8/5/98

Date

STATE OF WISCONSIN)

) SS

COUNTY OF MILWAUKEE)

Before me this 5th day of August, 1998, came Christian P. Hanson, to me known to be the person named in the foregoing assignment and he acknowledged the execution thereof to be his free act and deed.

Matthew L. Blum

(SEAL)

Notary Public, State of Wisconsin

My Commission expires: 4/7/2002

Attorney's Docket No.: 510553.90940

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, I, the undersigned, Albert Toennessen, residing at Im Kirschgarten 2!, Idstein, D-65519, Germany, intending to be legally bound;

HEREBY SELL, assign and transfer to VB Autobatterie GmbH, a corporation of Germany, having a place of business at Am Leineufer 51, 30419 Hannover, Germany, its successors, assigns and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent which has been executed by the undersigned on August 17, 1998 and which is entitled.

ALLOY FOR BATTERY GRIDS

and in and to said application and all divisional, continuation, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements, including the right to claim in other countries the right of priority of any of said applications under the (Paris) International Convention; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements;

AGREE THAT said Assignee may apply for and receive Letters Patent for said improvements in its own name, and that, Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional, continuation, substitute, renewal, reissue, and all other patent applications on any and all said improvements, execute all rightful oaths, Assignments, Powers of Attorney and other papers, communicate to said Assignee, its successors, assigns, and legal representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns and legal representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives;

COVENANT WITH said Assignee, its successors, assigns and legal representatives that no Assignment, grant, mortgage, license or other Agreement affecting the rights and property herein conveyed have been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned; and

AUTHORIZE MY attorneys, Thad F. Kryshak, Reg. No. 19,428; Neil E. Hamilton, Reg. No. 19,869; Thomas W. Ehrmann, Reg. No. 20,374; Barry E. Sammons, Reg. No. 25,608; J. Rodman Steele, Reg. No. 25,931; Nicholas J. Seay, Reg. No. 27,386; George E. Haas, Reg. No. 27,642; Harvey D. Fried, Reg. No. 28,298; Michael J. McGovern, Reg. No. 28,326; Carl R. Schwartz, Reg. No. 29,437; Gregory A. Nelson, Reg. No. 30,577; Keith M. Baxter, Reg. No. 31,233; John D. Franzini, Reg. No. 31,356; Joseph W. Bain, Reg. No. 34,290; Robert J. Sacco, Reg. No. 35,667; Jean C. Baker, Reg. No. 35,433; David G. Ryser, Reg. No. 36,407; Ted W. Whitlock, Reg. No. 36,965; Bennett J. Berson, Reg. No. 37,094; Michael A. Jaskolski, Reg. No. 37,551; Allen J. Moss, Reg. No. 38,567; Glenn E. Gold, Reg. No. 41,039; Daniel G. Radler, Reg. No. P43,028; and Jill A. Fahrlander, Reg. No. P42,518, of the Firm of QUARLES & BRADY or any of them, to enter in the blank spaces provided for that purpose below the Serial Number and filing date of the United States Patent Application to which this document applies, when that information becomes know.

Albert Toennesen
ALBERT TOENNESSEN

Before me this 28 day of August, 1998 personally appeared the person above-identified, to me personally known to be the person of that name who is described in and who executed the above instrument, and acknowledged to me that he executed the same of his own free will for the purpose therein set forth.

6. Fair
Witness

D. R. KAISER
(Print or Type Name)